

ITEL

RECORDATION NO. *8904-K* Filed 1425

MAY 6 1980 - 11 00 AM

May 5, 1980 INTERSTATE COMMERCE COMMISSION

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, DC 20423

Rail Division

Two Embarcadero Center
San Francisco, California 94111
(415) 955-9090
Telex 34234

No. *0-1274037*
Date *MAY 6 1980*
Fee \$ *20.00*

ICC Washington, D. C.

Re: Equipment Lease No. 73-3-2,
executed February 1, 1977,
between Union-Tidewater Financial Company, Inc.,
and Itel Corporation (successor in interest to SSI Rail Corp.)

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith, on behalf of Itel Corporation, for filing and recordation, as an additional filing under Recordation No. 8904, four (4) executed counterparts of the following document:

Amendment No. 3, dated as of January 30, 1980, between Itel Corporation, as successor in interest to SSI Rail Corp., and The City of New Orleans doing business, through its Public Belt Railroad Commission, as New Orleans Public Belt Railroad.

The names and addresses of the parties to the aforementioned document are:

- (1) Itel Corporation, Rail Division
Two Embarcadero Center, 24th Floor
San Francisco, California 94111
- (2) The City of New Orleans doing business,
through its Public Belt Railroad Commission,
as New Orleans Public Belt Railroad
International Trade Mart Tower Building
Suite 1247
New Orleans, Louisiana 70151

Please cross-index the above-referenced Amendment No. 3 with the following document, which is filed under Recordation No. 8669-A:

Equipment Lease No. 73-3-2, executed February 1, 1977, between Union-Tidewater Financial Company, Inc., and Itel Corporation (successor in interest to SSI Rail Corp.).

RECEIVED

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I.C.C.
FEE OPERATION BR.*David M. Adams**C. Quinlan*

Ms. Agatha Mergenovich, Secretary
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The equipment covered by the enclosed Amendment No. 3 is two hundred (200) boxcars (A.A.R. mechanical designation XM; 50'6" in length, 9'6" in inside width, 11'2" in height and with 10' doors), formerly, and until remarked, marked PW101-300 (excluding 217, 221 and 222), 401, 402 and 403, to be remarked to NOPB 4300 through and including NOPB 4499.

Enclosed also is a check for \$20.00 for the required recordation (\$10.00) and cross-indexing (\$10.00) fees.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be delivered to the bearer of this letter.

Sincerely,



David V. Biesemeyer
Senior Counsel

DVB:cp
encls.

cc: Thomas B. Howard, Treasurer, Union-Tidewater Financial Company, Inc.
Steven C. Wight

AMENDMENT NO. 3

MAY 6 1980 - 11 00 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 3 (the "Amendment") dated as of January 30, 1980, between ITEL CORPORATION, a Delaware corporation, acting through its Rail Division ("Itel Rail") successor in interest to SSI Rail Corporation, as Lessor, and The City of New Orleans appearing herein through the Public Belt Railroad Commission for the City of New Orleans, doing business as NEW ORLEANS PUBLIC BELT RAILROAD ("Lessee"), as Lessee.

W I T N E S S E T H:

WHEREAS, Itel Rail as successor in interest to SSI Rail Corporation and Lessee are parties to a lease dated the 17th day of June, 1977 (the "Lease").

WHEREAS, Itel Rail will be providing to Lessee 200 Cars being those referred to in Equipment Schedule No. 8 bearing Series Numbers NOPB 4300 to NOPB 4499 to be numbered on a consecutive basis (the "Schedule Cars").

WHEREAS, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Lease as follows but only to the extent that the Lease effects those Schedule Cars.

1. With respect to the Schedule Cars, Section 2A is deleted in its entirety and replaced with the following:

"A. This Agreement shall remain in full force until it shall have been terminated as to all of the Cars as provided herein. The term of lease with respect to all of the Cars described on each Schedule shall commence upon the date when all Cars on such Schedules have been delivered as set forth in Section 3A hereof and shall terminate on January 14, 1992 (Initial Lease Term).

2. With respect to the Schedule Cars, Section 3A is deleted in its entirety and replaced with the following:

"A. Lessee shall confirm in writing to Itel Rail that the specifications of the Cars conform to the specifications of the equipment agreed to by Lessee. Upon such approval by Lessee, and provided this Agreement has not been terminated, Itel Rail shall, at its own expense, remark and repaint the Cars with the railroad markings of Lessee. The Cars shall be deemed delivered at 12:00 p.m. on the date of such remarking. Such remarking shall comply with all applicable regulations. The Cars shall be moved to Lessee's railroad line at no cost to Lessee as soon after delivery as is consistent with mutual convenience and economy. Notwithstanding that Lessee may not have immediate physical possession of the Cars leased hereunder, Lessee agrees to pay Itel Rail the rent set forth in this Agreement. To move the Cars to Lessee's railroad line and insure optimal use of the Cars after the Initial Loading, Itel Rail agrees to assist Lessee in monitoring Car movements and, when deemed necessary by Lessee and Itel Rail, to issue movement orders with respect to such Cars to other railroad lines in accordance with ICC and AAR interchange agreements and rules. For the purposes hereof, the term "Initial Loading" shall be defined as the first loading of freight on any railroad line,

3. With respect to the Schedule Cars, Section 4A is deleted in its entirety.

4. ~~Execution of this Amendment is contingent upon the execution of documentation with the financing source and approval from the Interstate Commerce Commission.~~ *[Handwritten signature]*

5. Except as expressly modified by this Amendment, all the terms and provisions of the Lease shall remain in full force and effect.

6. This Amendment may be executed by the parties hereto in any number of counterparts and all the said counterparts taken together shall be deemed and constitute one and the same instrument.

ITEL CORPORATION
RAIL DIVISION

NEW ORLEANS PUBLIC
BELT RAILROAD

BY: *Carl M. Taylor*
TITLE: *President*
DATE: *March 25, 1980*

BY: *J. C. Webb Jr.*
TITLE: *General Manager*
DATE: *January 30, 1980*

STATE OF LOUISIANA
PARISH OF ORLEANS

On this 30th day of January, 1980, before me personally appeared P. A. Webb, Jr., to me personally known, who being by me duly sworn says that such person is General Manager of New Orleans Public Belt Railroad, that the foregoing Amendment No. 3 was signed on behalf of said commission by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of such commission.

CORINNE LEE WIENER
NOTARY PUBLIC
ORLEANS PARISH
LOUISIANA
MY COMMISSION IS FOR LIFE

Corinne Lee Wiener
NOTARY PUBLIC

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO)

On this 25th day of March, 1980, before me personally appeared Carl N. Taylor, to me personally known, who being by me duly sworn says that such person is President of Intel Corporation, Rail Division, that the foregoing Amendment No. 3 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Randi C. Smith
Notary Public

